

DEED OF CONVEYANCE

1. **Date:**

2. **Place: Kolkata**

3. **Parties:**

3.1 **ANIMESH CHOWDHURY [PAN. ACOPC0456G] & [AADHAAR NO.], [D.O.B.] & [MOBILE NO.]**,
son of Late Saroj Kanti Choudhury, by faith - Hindu, by occupation - Service,
by nationality - Indian, residing at DC-13, Shastri Bagan, P.O. Deshbandhu
Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West
Bengal.

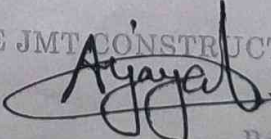
3.1.1 **ARINDAM CHOWDHURY [PAN. ACYPC1954D] & [AADHAAR NO.], [D.O.B.] & [MOBILE NO.]**,
son of Late Saroj Kanti Choudhury, by faith - Hindu, by occupation -
Service, by nationality - Indian, residing at DC-13, Shastri Bagan, P.O.
Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24
Parganas, West Bengal.

3.1.2 **ASHIM CHOWDHURY [PAN. AEUPC4051R] & [AADHAAR NO.], [D.O.B.] & [MOBILE NO.]**,
son of Late Kanoj Kanti Chowdhury, by faith - Hindu, by occupation -
Business, by nationality - Indian, residing at DC-13, Shastri Bagan, P.O.
Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24
Parganas, West Bengal.

3.1.3 **MANOJ KANTI CHOWDHURY [PAN. BHYPC7276A] & [AADHAAR NO.], [D.O.B.] & [MOBILE NO.]**,
son of Late Nani Mohan Chowdhury, by faith - Hindu, by occupation -
Business, by nationality - Indian, residing at DC-13, Shastri Bagan, P.O.
Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24
Parganas, West Bengal.

3.1.4 **PADMA CHOWDHURY [PAN. BHYPC7275D] & [AADHAAR NO.], [D.O.B.] & [MOBILE NO.]**,

THE JMT CONSTRUCTION



Partner

wife of Manoj Kanti Chowdhury, by faith - Hindu, by occupation - House wife, by nationality - Indian residing at DC-13, Shastri Bagan, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

The said (1) Animesh Chowdhury, (2) Arindam Chowdhury, (3) Ashim Chowdhury, (4) Manoj Kanti Chowdhury & (5) Padma Chowdhury, Landowners herein, jointly represented by their constituted attorney, **THE JMT CONSTRUCTION [PAN. AAJFT2227M]**, a Partnership Firm, having its registered office at Holding Premises No. 82, DC-104, Narayantala [West], P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, Ward No. 17, District - North 24 Parganas, West Bengal, represented by its Partners namely (1) **DEBENDRA NATH DUTTA [PAN. AHJPD2014K]**, son of Dhukhiram Dutta @ Dukhi Ram Dutta, residing at DC-104, Narayantala [West], P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal & (2) **AJAY GHOSH [PAN. ANHPG0136D] & [AADHAAR NO. 720200291452]**, son of Lakshmi Narayan Ghosh, residing at DC-104, Narayantala [West], P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal, Developer herein, by executing a Registered Development Power of Attorney After a Registered Development Agreements, which was registered on 16.08.2018, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2018, Pages 311147 to 311177, being Deed No. 152309406 for the year 2018.

Hereinafter jointly and collectively called and referred to as the **"LANDOWNERS/VENDORS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

3.2

..... **[PAN.], [AADHAAR NO.] & [MOBILE NO.]**, son/wife/daughter of, by faith -, by occupation -, by nationality - Indian, residing at, P.O., P.S., District -, Pin -, State -

Hereinafter called and referred to as the **"PURCHASER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

- 3.3 **THE JMT CONSTRUCTION [PAN. AAJFT2227M]**, a Partnership Firm, having its registered office at Holding Premises No. 82, DC-104, Narayantala [West], P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, Ward No. 17, District - North 24 Parganas, West Bengal, represented by its Partners namely (1) **DEBENDRA NATH DUTTA [PAN. AHJPD2014K]**, son of Dhukhram Dutta @ Dukhi Ram Dutta, residing at DC-104, Narayantala [West], P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal & (2) **AJAY GHOSH [PAN. ANHPG0136D] & [AADHAAR NO. 720200291452]**, son of Lakshmi Narayan Ghosh, residing at DC-104, Narayantala [West], P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **"DEVELOPER/CONFIRMING PARTY"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser/s and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance:**

4.1 **Transfer of Said Flat & Appurtenances:**

- 4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, ALONGWITH a Covered Parking Area, on the Ground Floor, measuring sq. ft. more or less, lying and situated in the building namely **"ANNAPURNA BHAVAN"**, more fully described in

Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said said property, lying in the said building/complex [SOLD PROPERTY/SAID PROPERTY].

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS:**

5.1 **Representations and Warranties Regarding Title:** The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) ANIMESH CHOWDHURY, (2) ARINDAM CHOWDHURY, (3) ASHIM CHOWDHURY, (4) MANOJ KANTI CHOWDHURY & (5) PADMA CHOWDHURY, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER:**

5.1.1.1
.....
.....
.....

5.1.2 **REGISTERED DEVELOPMENT AGREEMENTS EXECUTED IN BETWEEN THE PRESENT LANDOWNERS AND ONE THE JMT CONSTRUCTION:**

5.1.2.1 The said (1) Animesh Chowdhury, (2) Arindam Chowdhury, (3) Ashim Chowdhury, (4) Manoj Kanti Chowdhury & (5) Padma Chowdhury, Landowners herein, jointly entered into a Registered Development Agreement with one THE JMT CONSTRUCTION, developer herein in respect of their total plot of land mentioned therein. The said Development Agreement was registered on 16.08.2018, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2018, Pages 309881 to 309942, being Deed No. 152309386 for the year 2018.

1.3

REGISTERED POWER OF ATTORNEY EXECUTED BY THE PRESENT OWNERS IN FAVOUR OF THE SAID THE JMT CONSTRUCTION:

5.1.3.1 The said (1) Animesh Chowdhury, (2) Arindam Chowdhury, (3) Ashim Chowdhury, (4) Manoj Kanti Chowdhury & (5) Padma Chowdhury, Landowners herein, jointly executed a Registered Power of Attorney, appointing the said THE JMT CONSTRUCTION, as their constituted attorney. The said Power of Attorney, which was registered on 16.08.2018, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2018, Pages 311147 to 311177, being Deed No. 152309406 for the year 2018.

5.1.4 **AMALGAMATION, SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING:**

5.1.4.1 **Registered Deed of Amalgamation :** The Landowners herein amalgamated their respective plot of land into one single plot, and the said amalgamated plot of land is morefully described in the First Schedule hereunder written, by executing a Deed of Amalgamation on 16.08.2018, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2018, being Deed No. 152309363 for the year 2018.

5.1.4.2 **Sanction of Building Plan:** The said THE JMT CONSTRUCTION, Developer herein, as constituted attorney of all the relevant owners, sanctioned a building plan on the said plot of land, from the concerned authority, vide Approval Order No. dated

5.1.4.3 **Construction of Building:** The said THE JMT CONSTRUCTION, Developer herein, is constructing G+4 storied buildings namely "**ANNAPURNA BHAVAN**", on the said amalgamated plot of land in accordance with a sanctioned a building plan from the concerned authority, which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION:**

5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation :** The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney,

Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said JMT Construction, Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No.** '.....', on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of super built up area**, ALONGWITH a Covered Parking Area, on the Ground Floor, measuring sq. ft. more or less, lying and situated in the said building namely "**ANNAPURNA BHAVAN**", morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer:** The said JMT Construction, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.5.3 **Consideration:** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** only, subsequently the Purchasers herein already paid the same to the said JMT Construction, Developer/Confirming Party herein as per memo attached herewith.

5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS:**

5.1.6.1 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6.1.6.2 **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES:** The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition:** The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance:** The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

6.1.2 **Right, Power and Authority to Sell:** The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.

6.1.3 **No Dues:** No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.

6.1.4 **No Mortgage:** No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.

6.1.5 **No Personal Guarantee:** The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.

6.1.6 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING:**

7.1 **Agreement to Sell and Purchase:** The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER:**

8.1 **Hereby Made:** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration:** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER:**

9.1 **Salient Terms:** The transfer being effected by this Conveyance is:

9.1.1 **Sale:** A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute:** Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances:** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 **SUBJECT TO:** The transfer being effected by this Conveyance is subject to:

9.2.1 **Indemnification:** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

9.2.2 **Transfer of Property Act:** All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

9.2.3 **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.

9.2.4 **Outgoings:** All statutory revenue, cess, taxes, surcharges, outgoing and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and

discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

9.2.5 **Holding Possession:** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

9.2.6 **No Objection to Mutation:** The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to cooperate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

9.2.7 **Further Acts:** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowners/Vendors and Developer/Confirming Party and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Total Plot of Land]

ALL THAT piece and parcel of Bastu land measuring **5 (Five) Cottahs 1 (One) Chittack 2 (Two) sq.ft. more or less, TOGETHER WITH an old and dilapidated two storied Brick built building measuring about 1000 (One Thousand) Square Feet more or less [Ground Floor: 500 (Five Hundred) Square Feet more or less and First Floor: 500 (Five Hundred) Square Feet more or less]** standing thereon, lying and situated at **Mouza - Raghunathpur, J.L. No. 8, Re.Sa. No. 134, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati** comprised in C.S. Dag Nos. 687,702,702/734, corresponding to **R.S./L.R. Dag Nos. 761 [land measuring about 3 (Three) Cottahs be the same a little more or less] and 746 [land measuring about 2 (two) Cottahs 1 (one) Chittack 2 (Two) square feet be the same a little more or less]**, under C.S. Khatian Nos. 208 and 113, corresponding to **R.S. Khatian Nos. 320 and 483**, corresponding to **L.R. Khatian Nos. 193, 1495, 1049, 729, 995 and 161**, previously within the local limit of Rajarhat Gopalpur municipality, in Ward No. 23, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 10, having Municipal **Holding Nos. RGM/23/21 & RGM/23/22**, having **Premises No. DC-13, Shastri Bagan**, P.O. Deshbandhu Nagar, formerly A.D.S.R.O. Bidhannagar, Salt Lake City, presently A.D.S.R.O. Rajarhat, New Town, Kolkata - 700157, in the District North 24 Parganas, in the State of West Bengal. The said total plot of land is butted and bounded as follows:

- ON THE NORTH : AVA APARTMENT.
ON THE SOUTH : PROPERTY OF TAMAL BOSE AND OTHERS.
ON THE EAST : TWELVE FEET WIDE ROAD.
ON THE WEST : EIGHTEEN FEET WIDE ROAD.

THE SECOND SCHEDULE ABOVE REFERRED TO
[Description of Flat]
[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, consisting of Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, **ALONGWITH** a Covered Parking Area, on the Ground Floor, measuring sq. ft. more or less, lying and situated in the said building namely **"ANNAPURNA BHAVAN"**, lying and situated **Mouza - Raghunathpur, J.L. No. 8, Re.Sa. No. 134, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati**, comprised in C.S. Dag Nos. 687, 702, 702/734,

corresponding to **R.S./L.R. Dag Nos. 761 and 746**, under C.S. Khatian Nos. 208 and 113, corresponding to **R.S. Khatian Nos. 320 and 483**, corresponding to **L.R. Khatian Nos. 193, 1495, 1049, 729, 995 and 161**, previously within the local limit of Rajarhat Gopalpur municipality, in Ward No. 23, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 10, having Municipal **Holding Nos. RGM/23/21 & RGM/23/22**, having **Premises No. DC-13, Shastri Bagan**, P.O. Deshbandhu Nagar, formerly A.D.S.R.O. Bidhannagar, Salt Lake City, presently A.D.S.R.O. Rajarhat, New Town, Kolkata - 700157, in the District North 24 Parganas, in the State of West Bengal, lying and situated on the total plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building complex.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

Building Level:

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).

Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.

Space for Electricity meters.

Elevators and allied machinery in the Said Building.

Ultimate roof of the building will be treated as common space.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building/complex.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building/complex].
7. Insurance : Insurance of the building/complex against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building/complex.

9. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies in respect of the said building/complex save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/complex.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchasers]

Absolute User Right :

The purchasers shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat owners of the building complex :

1. The common areas and amenities as described in the Fourth & Fifth Schedule herein before.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said property including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said property, so that it may not cause leakage or slippage to the floor underneath.
3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.
4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.

5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the said property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

Obligations :

1. The purchasers shall not store any inflammable and/or combustible articles in the said property, but excluding items used in kitchen and personal purpose.
2. The purchasers shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building complex.
3. The purchasers shall not make any additions and alterations in the said property, whereby the main building/complex may be damaged, but the purchasers shall be entitled to erect wooden partition in the said flat for the purpose of their family requirement.
4. The purchasers shall also pay their proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges as decided by the members of the Society with all required proposal and consent.
5. Not to make any objection for fixation of hoardings, banners, dish antenas, mobile towers in the part of the ultimate roof of the building/complex by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building/complex.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building/complex or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit and/or parts and/or common areas.
3. The right of protection for other parts of the building/complex by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations regarding management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling their obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendors/developer till the Association/Society may frame rules regulations

and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building/complex.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts his/her remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall, however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non-fulfilment of his/her respective obligations by the co-owners and/or the Association/Society.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of:

1.

Debendra Nath Dutta

Ajay Ghosh
As Constituted Attorney of
Animesh Chowdhury
Arindam Chowdhury
Ashim Chowdhury
Manoj Kanti Chowdhury
Padma Chowdhury

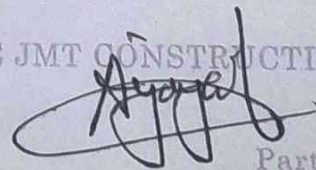
Landowners/Vendors

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Purchaser

Debendra Nath Dutta

Ajay Ghosh
Partners of THE JMT CONSTRUCTION
Developer/Confirming Party

THE JMT CONSTRUCTION


Partner